

**POLSINELLI LLP**

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Attorneys for Plaintiffs  
**HAND & NAIL HARMONY, INC.  
NAIL ALLIANCE, LLC, AND  
NAIL ALLIANCE – ARTISTIC, INC.**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

HAND & NAIL HARMONY, INC., a  
California corporation; NAIL  
ALLIANCE, LLC, a Delaware  
corporation; and NAIL ALLIANCE –  
ARTISTIC, INC., a Delaware  
corporation,

Plaintiffs,

v.

TEXAS NAILS & BEAUTY SUPPLY,  
a Texas business entity; TONY LEE,  
an individual; DOOR TO DOOR NAIL  
SUPPLY, a California business entity;  
NAIL SUPPLY INC., a New York  
business entity, SALON SUPPLY  
STORE, a Florida limited liability  
company, and DOES 1 through 30,  
inclusive.

Defendants.

Case No. 8:15-cv-02105-CJC-JCG

**RENEWED NOTICE OF  
MOTION AND MOTION BY  
PLAINTIFFS FOR ENTRY OF  
DEFAULT JUDGMENT AND  
PERMANENT INJUNCTION  
AGAINST DEFENDANTS  
TEXAS NAILS & BEAUTY  
SUPPLY AND TONY LEE  
PURSUANT TO FED. R. CIV. P.  
55(B)**

**Date: March 6, 2017  
Time: 1:30 p.m.  
Place: Courtroom 9b**

**TO THE COURT, ALL PARTIES AND COUNSEL OF RECORD:**

PLEASE TAKE NOTICE that Plaintiffs Hand & Nail Harmony, Inc.  
("Harmony"), Nail Alliance, LLC and Nail Alliance – Artistic, Inc. (collectively,  
"Plaintiffs") will, and hereby do, move pursuant to Fed. R. Civ. P. 55(b)(2) for  
entry of a default judgment against Defendants Tony Lee and Texas Nails & Beauty

STIPULATION FOR DISMISSAL OF DEFENDANT DOOR TO DOOR NAIL SUPPLY INC.

1 Supply (collectively, “Defendants”). Plaintiffs seek a judgment finding, declaring  
2 and adjudging that these Defendants have engaged in unfair competition in  
3 violation of California law (Bus. & Prof. Code § 17200), as defined in the  
4 Complaint [DE #1]; that these Defendants have engaged in trademark infringement  
5 in violation of the Lanham Act (15 U.S.C. § 1114), as defined in the Complaint  
6 [DE #1]; that these Defendants have engaged in unfair competition in violation of  
7 the Lanham Act (15 U.S.C. § 1125(a)), as defined in the Complaint [DE #1]; that  
8 these Defendants have engaged in copyright infringement in violation of the  
9 Copyright Act (17 U.S.C. § 501), as defined in the Complaint [DE #1]; that these  
10 Defendants have tortuously interfered with Plaintiffs’ contractual relations and  
11 prospective business advantages in violation of California common law, as defined  
12 in the Complaint [DE #1]; that these Defendants are liable to Plaintiffs in an  
13 amount adequate to compensate Plaintiffs for the unfair competition, trademark and  
14 copyright infringement and tortious inference, damages, costs and attorneys’ fees  
15 pursuant to 15 U.S.C. § 1117(a), statutory damages and attorneys’ fees pursuant to  
16 17 U.S.C. §§ 504, 505, and pre-judgment and post-judgment interest as allowed by  
17 law; and that these Defendants, and any agents, servants, employees, attorneys and  
18 other persons in active concert or participation with them, or any of them, are  
19 permanently enjoined from:

20 1. Copying, publishing, reproducing, or otherwise using any of Plaintiffs’  
21 copyrighted works or any work of art substantially similar to Plaintiffs’ copyrighted  
22 works, including but not limited to the works of art evidenced by the Copyright  
23 registrations identified in and attached to the Complaint [DE #1 & DE #9-1]  
24 (collectively, the “Harmony Works”);

25 2. Reproducing, adopting, or otherwise using any of the trademarks  
26 associated with the gel polishes, nail polishes, lamps or other nail care products  
27 manufactured by Harmony (collectively, the “Harmony Goods”), including but not  
28 limited to products identified by the GELISH<sup>®</sup> and ARTISTIC COLOUR GLOSS<sup>®</sup>

1 marks (collectively, the “Harmony Marks”), or any mark confusingly similar to the  
2 Harmony Marks, in association with the manufacturing, promotion or sale of  
3 products that are not authentic or have identification codes removed or where  
4 Defendants do not provide the same level or nature of warranty protection, quality  
5 control or customer support as authorized distributors of Plaintiffs’ products;

6 3. Inducing a breach of or interfering with Plaintiffs’ distribution  
7 agreements by selling, shipping, transferring, or offering to sell any Harmony Good  
8 purchased or requested over the Internet, including such brands as GELISH<sup>®</sup> or  
9 ARTISTIC COLOUR GLOSS<sup>®</sup>; and

10 4. Engaging in unfair competition, including (a) by not disclosing to  
11 consumers that (i) Defendants are not authorized distributors of Plaintiffs, (ii) that  
12 Plaintiffs are selling diverted product, and (iii) that any warranty protection or  
13 customer support offered by Plaintiffs are not available to them, and (b) by not  
14 complying with all federal packaging requirements for flammable materials,  
15 including gel polish, shipped via U.S. mail.

16 This motion is based upon this Renewed Notice of Motion and Motion, the  
17 previously filed Memorandum of Points and Authorities (Dkt. 30); the Defaults by  
18 the Clerk entered on March 11, 2016 (Dkt. 21); the supporting Declarations of  
19 Todd M. Malynn and Steven R. Malynn (Dkt. 30-1 to 30-6); all the pleadings,  
20 filings and records in this action; and all such other matter and testimony as may be  
21 presented at the hearing on the Motion.

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1 As the defaulting Defendants have not appeared in this action, Plaintiffs were  
2 unable to conduct the conference of counsel contemplated by Local Rule 7-3.

3 Dated: February 2, 2017

Respectfully submitted,

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5 **POLSINELLI LLP**

6 By: /s/  
7 Todd M. Malynn, Esq.

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13 *Attorneys for Plaintiffs*  
14 HAND & NAIL HARMONY, INC.,  
15 NAIL ALLIANCE, LLC and NAIL  
16 ALLIANCE-ARTISTIC, INC.  
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**CERTIFICATE OF SERVICE**

The undersigned certifies that on February 2, 2017, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's Electronic Case Filing (ECF) system. The ECF system routinely sends a "Notice of Electronic Filing" to all attorneys of record who have consented to accept this notice of this document by electronic means.

Dated: February 2, 2017

POLSINELLI, PC

By: /s/AJ Cruickshank  
AJ Cruickshank

**PROOF OF SERVICE**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is Polsinelli, LLP, .2049 Century Park East, Suite 2900, Los Angeles, CA 90067.

On February 2, 2017 served the document(s) described as:

**RENEWED NOTICE OF MOTION AND MOTION BY PLAINTIFFS FOR ENTRY OF DEFAULT JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANTS TEXAS NAILS & BEAUTY SUPPLY AND TONY LEE PURSUANT TO FED. R. CIV. P. 55(B)**

on parties in this action by placing a true copy thereof enclosed in sealed envelope addressed as follows:

Texas Nails & Beauty Supply 4475 Walzem Road, Suite 1 San Antonio, TX 78218	Tony Lee 4475 Walzdem Road, Suite 1 San Antonio, RX 78218
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☒ **MAIL:** I am readily familiar with this business's practice for collecting and processing correspondence for mailing. Following our ordinary business practices, the document is placed for collection and mailing on the same day that is deposited with the United States Postal Service in a sealed envelope with postage fully prepaid. I am aware that upon motion of a party served, service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in the affidavit.

☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I hereby declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed on February 2, 2017 at Los Angeles, California.

\_\_\_\_\_  
 AJ Cruickshank  
 Print Name

\_\_\_\_\_  
 /s/AJ Cruickshank  
 Signature